

A RESOLUTION BY

FINANCE/EXECUTIVE COMMITTEE

Public Safety AND Legal Administration

03- R-0059

SIXTH

To authorize the Mayor to execute a renewal and amendment to the lease agreement with Trinity Properties/Grant Ltd., L.P., Landlord for the lease of office space in the Grant Building at 44 Broad Street for the office of the Municipal Court Public Defender and for all other purposes.

WHEREAS, the City of Atlanta currently leases office space for the Office of the Public Defender at the Grant Building located at 44 Broad Street, N.E.

WHEREAS, the Municipal Court Public Defender desires to exercise its option to renew this lease; and

WHEREAS, the Bureau of General Services recommends and the Bureau of Purchasing and Real Estate approves of the lease renewal.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to enter into an appropriate lease renewal agreement with Trinity Properties/Grant Ltd., L.P. Landlord for lease of 12,194 square feet of office space with certain tenant improvements in the Grant Building located at 44 Broad Street, N.E., for use as the offices of the Municipal Court Public Defender.

Be it further resolved that the current lease term will be extended: January 1, 2002 – December 31, 2002 for two months, that is until February 28, 2003.

Be it further resolved that there will be a new start and ending date for all succeeding lease terms that is March 1 through February 28 of each year.

Be if further resolved that beginning January 1, 2003, the premises shall be reduced by 2,769 RSF, thereby reducing the premises from 12,194 RSF to 9,425 RSF.

Be it further resolved that the original lease term of January 1, 2002 through December 31, 2002 shall be extended for the two months, that is January 2003 and February 2003, but only for the reconfigured premises consisting of 9,425 RSF.

Be it further resolved that the rental for the two months of extended term for the 9,425 RSF shall be \$24,457.88(\$12,228.94 x2) due and payable upon execution of



this Amendment. This is the same as the prior discounted rate paid for the current term; \$15.57/RSF.

Be it further resolved that the City shall have a first right of refusal of the contiguous offices on the Ninth Floor for potential expansion by the Municipal Court Public Defender's office, at the current rent per square foot.

Be it further resolved that the Public Defender's Lease is hereby modified and amended to provide that commencing March 1, 2003, the annual Base rent payable under the lease for the premises shall be One hundred fifty seven Thousand, Eight hundred sixty eight and 750/100(\$157,868.75), payable in equal monthly installments of Thirteen thousand, one hundred fifty five and 73/100 Dollars (13,155.73).

Be it further resolved that the Landlord shall provide a discount for the annual rental for the premises in the following manner: if the tenant shall pay the entire year rental in advance, at the time the Sixth Amendment is signed but not later than March 1, 2003, the Landlord shall discount that rental from \$16.75/RSF to \$15.95/RSf with the resultant annual rental of \$150,328.75, discounted from \$157,868.75. In the event the Tenant shall prepay the entire rental after March 1, 2003 but not later than May 1, 2003, the Landlord shall discount the annual rent to \$16.34/RSf or \$154,004.50 in annual rent.

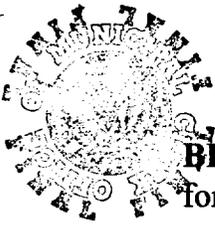
Be it further resolved that the Municipal Court Public Defenders lease is hereby modified and amended to provide that commencing January 1, 2003, it will take an "as is" condition, additional space (storage space) consisting of 552 usable square feet in the Grant Building known as Room #26.

Be it further resolved that the original lease term: for storage space January 1, 2002 through December 31, 2002 shall be extended for two months that is the month of January 2003 and February 2003.

Be it further resolved that the new starting date for the lease for the storage space shall be March 1, 2003 ending February 28, 2004.

Be it further resolved that the storage rental rate for the two months of extended term shall be \$392.74(196.37x2) due and payable upon execution of this agreement. This is the same as the prior discounted rate paid for the current term.

Be it further resolved that the lease for the Municipal Court Public Defender's Office is hereby modified and amended to provide that commencing March 1, 2003 the rental rate for the storage space shall be \$211.41 per month or \$2,536.92 per annum (\$4.86 x522USF). If the full years rent is paid by March 1, 2003 it shall be \$2,416.86, if paid after March 1, 2003 but not later than May 1, 2003, it shall be \$2,476.89.



BE it further resolved that the rental for the premises and the storage premises for the two months extended term is \$31,997.84.

Be it further resolved that the renewal rental rate for the premises and Storage space for the extended two-month period. Shall be \$152,745 if paid before March 1, 2003 and \$156.481 if paid after March 1, 2003 but before May 1, 2003, otherwise it shall revert to the regular rental schedule of \$160,405.67

Be it further resolved that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City to pay the prepay annual rent for the reduced premises and storage area for the 2003 term, before March 1, 2003 at the discounted rate offered by the Trinity Properties/Grant Ltd., L.P. Landlord, of \$15.95 per square foot per year, in an amount not to exceed \$177,596.23 per year, said rent shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Alternately, **be it further resolved** that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City to prepay the annual rent for the reduced premises and storage area for the 2003 term on May 1, 2003, at the discounted rate offered by the Trinity Properties/Grant Ltd., L.P., Landlord, of \$16.34/RSF per square foot per year, in an amount not to exceed \$181,332.01 per year, said rental shall be charged to and paid from fund center and account number 1A01 725001 S13001.

Alternately, **be it further resolved** that if, in the opinion of the Chief Financial Officer, it is in the best interests of the City not to prepay the annual rent for the reduced premises before May 1, 2003, said rental shall be \$185,256.29 per year and said rent shall be paid from fund, account, and center number 1A01 725001 S13001.

Be it further resolved that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or his designee, to be approved as to form by the City Attorney.

Be it further resolved that the City of Atlanta shall incur no liability until such contract has been executed by the Mayor or his designee and delivered to the contracting party.

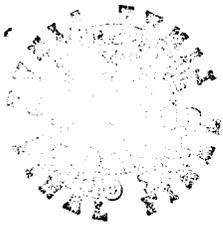
Be it further resolved that all Resolutions in conflict herewith are hereby rescinded.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

JAN 21, 2003
JAN 28, 2003



**Sixth Amendment to the Lease
between
The City of Atlanta, Office of the
Public Defender, Tenant
and
Trinity Properties/Grant Ltd., L.P., Landlord**

This Sixth Amendment to the Lease is made and entered on this _____ day of _____, 2002 by and between **TRINITY PROPERTIES/GRANT LTD., LP**, a Georgia limited partnership, by and through its General Partner, **TRINITY PROPERTIES, INC.**, a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Landlord") and **THE CITY OF ATLANTA OFFICE OF THE PUBLIC DEFENDER**, (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of the real property located at 44 Broad Street, N.W., Atlanta, Fulton County, Georgia, generally known as **THE GRANT BUILDING**;

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 24th, 1996 (the "Lease") whereby the Landlord lease to Tenant certain premises consisting of approximately 9,784 rentable square feet of office space known as Suite 900/905 and termed the Premises located in **THE GRANT BUILDING**, 44 Broad Street, N.W., Atlanta, Georgia;

WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease setting forth the rental rate for 1998 and declining Tenant's right to terminate the automatic Lease renewal for 1998;

WHEREAS, Landlord and Tenant entered into the Second Amendment dated December 29, 1988 in which the Premises were expanded to 10,141 RSF, storage space of 522 USF was rented, new rent was established and Tenant's right to terminate the automatic Lease renewal for 1999 was declined;

WHEREAS, Landlord and Tenant entered into the Third Amendment to the Lease in which the Premises remained 11,511 RSF, new rent was established and Tenant's right to terminate the automatic Lease renewal for 2000 was declined;

WHEREAS, Landlord and Tenant entered into the Fourth Amendment in which the Premises were expanded to encompass the entire 9th Floor, 12,194 RSF, certain Tenant Improvements were created, new rent established and Tenant right to terminate the automatic Lease renewal for 2001 was declined;

WHEREAS, Landlord and Tenant entered into the Fifth Amendment in which new rent was established and Tenant's right to terminate the automatic Lease renewal for 2002 was declined;

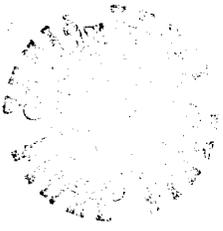
WHEREAS, Landlord and Tenant wish to extend the current Lease term; January 1, 2002 – December 31, 2002, for two (2) months, that is until February 28, 2003, and create a new start and ending date for all succeeding terms; that is March 1 through February 28, reduce the size of the Premises by about 2,769 RSF and establish new rent;

WHEREAS, Tenant declines to terminate the automatic Lease renewal for 2003;

NOW THEREFORE, in consideration of the premises set forth above, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Premises:

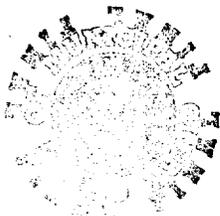
- A. Premises. The Premises have consisted of 12,194 RSF. Beginning on January 1, 2003, the Premises shall be reduced to 9,425 RSF. The "Returned Space" and the Premises are shown on Exhibit "6-A", which is attached hereto and made a part hereof.



- B. Landlord's Work within Premises. Landlord retains the right to remove, relocate, close, reconfigure the location of the (3) doors lettered A, B, and C on Exhibit "6-A", which right shall be based on Landlord's sole determination that it is needed, necessary or convenient. Work done pursuant to this right shall be done at Landlord's sole expense.
- C. Extended Term for the Reconfigured Premises. The original Lease term; January 1, 2002 through December 31, 2002 is hereby extended for two (2) months, that is the months of January 2003 and February 2003, but only for the reconfigured Premises consisting of 9,425 RSF.
- D. Renewal Term. Tenant expressly declines its right to terminate the automatic renewal of its Lease and hereby affirmatively renews its Lease for the year beginning March 1, 2003 and ending February 28, 2004.
- E. New Anniversary Date. The anniversary date for the Lease shall henceforth be March 1, of each year and the corresponding termination date shall be February 28 of each year.
- F. Rent for the Extended Term. Rental for the two (2) months of extended term for the 9,425, shall be \$24,457.88 ($\$12,228.94 \times 2$) due and payable upon execution of this Amendment, this is the same as the prior discounted rate paid for the current term; \$15.57/RSF.
- G. Rent for the Renewal Term. The Lease is hereby modified and amended to provide that commencing on March 1, 2003, the annual Base Rent payable under the Lease for the entire Premises shall be One hundred-fifty seven Thousand, Eight Hundred sixty eight and 750/100 Dollars (\$157,868.75), payable in equal monthly installments of Thirteen Thousand, One Hundred fifty five and 73/100 Dollars (\$13,155.73).
- H. Tenant Improvements. Tenant accepts the Premises "As Is", except that Landlord shall, at no cost to Tenant, paint certain mutually agreed areas.
- I. Rental Discount. Landlord shall provide a discount for the annual rental for the Premises in the following manner: if Tenant shall pay the entire year rental in advance, at the time the Sixth Amendment is signed, but not later than March 1, 2003, the Landlord shall discount that rental from \$16.75/RSF to \$15.95/RSF with the resultant annual rental of \$150,328.75, discounted from \$157,868.75. In the event the Tenant shall prepay the entire rental after March 1, 2003 but not later than May 1, 2003, the Landlord shall discount the annual rental rate to \$16.34/RSF or \$154,004.50 in annual rent. In any event, the rental rate on which the escalation for 2004 is based shall be \$16.75/RSF.

I. Storage Space:

- A. Storage Space. Landlord continues to rent to Tenant, and Tenant continues to take from Landlord, that certain area (the "Storage Space") consisting of approximately 522 usable square feet of space in The Grant Building (the "Building") located at 44 Broad Street, N.W., Atlanta, Georgia 30303, known as Room #26. Tenant hereby accepts the Storage Space in "As Is" condition except Landlord shall install certain shelving as determined by Landlord.
- B. Extended Term. The original Lease term; January 1, 2002 through December 31, 2002 is hereby extended for two (2) months that is the month of January 2003 and February 2003.
- C. Renewal Term. The term of this Agreement for storage space shall commence on March 1, 2003, and shall terminate on February 28, 2004.
- D. Rental. Tenant shall pay rental at the annual rate of \$4.86 USF for the Storage Space in the amount of \$211.41 per month for Room #26 or \$2,536.92 per annum ($\$4.86 \times 522 \text{ USF} = \$2,536.92$). Such rental shall be payable, in advance, on or before the first day of each month during the term of this Agreement, at the address of Landlord set forth below or such other address as may be specified by Landlord from time to time.



- E. Rental for the Extended Term. Rental for the two (2) months of extended term shall be \$392.74 (\$196.37 x 2) due and payable upon execution of this Amendment. This is the same as the prior discounted rate paid for the current term.
- F. Discounted Rental. If the full year's rental is paid by March 1, 2003 it shall be \$2,416.86; if paid after March 1, 2003 but not later than May 1, 2003, it shall be \$2,476.89. In any event, the rental rate on which the escalation for 2004 is based shall be \$4.86 USF.

I. Rent for Extended Term and Renewal Term:

- A. The rental for the Premises and Storage Space for the two (2) months of extended term is \$24,850.62, as set forth on the schedule below.
- B. The renewal rental for the Premises and Storage Space shall be \$152,745.61 if paid before March 1, 2003, and \$156,481.39 if paid after March 1, 2003 but before May 1, 2003 as shown below, otherwise it shall revert to the regular rental schedule, with no discount. This regular rental schedule for the Premises and Storage Space shall be \$160,405.67.

Accordingly the total rent to be paid for the extended two (2) month term and the one (1) year renewal term is set forth on the TOTAL line of the schedule below.

Payable on Execution: Rent for Extended Term

Premises:	\$24,457.88
Storage Space:	\$ 392.74
Sub Total:	\$24,850.62

If Paid Before: Rent for Renewal Term

	<u>Mar. 1, 2003</u>	<u>May 1, 2003</u>	<u>Regular Rental Schedule</u>
Premises:	\$150,328.75	\$154,004.50	\$157,868.75
Storage Space:	\$ 2,416.86	\$ 2,476.89	\$ 2,536.92
Sub Total:	\$152,745.61	\$156,481.39	\$160,405.67
TOTAL:	\$177,596.23	\$181,332.01	\$185,256.29

I. Entire Agreement:

- A. Entire Agreement. This Amendment contains the entire agreement by, between and among the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relating thereto.
- B. Lease in Effect. Except as expressly modified and amended hereby, all terms and conditions of the Lease and the First, Second, Third, Fourth and Fifth Amendments to Lease shall remain in full force and effect and the Lease, as modified and amended hereby, is hereby ratified and confirmed by Landlord and Tenant.
- C. Broker's Disclosure. Meridian Property Group, Ltd. represented the Landlord in the transaction and did not represent the Tenant in this transaction. Meridian Property Group, Ltd. shall receive a fee as set forth in the Lease.



IN WITNESS WHEREOF, the parties hereto executed this Sixth Amendment as of the date and year first above written.

LANDLORD:
Trinity Properties/Grant Ltd., L.P.

TENANT:
Mayor of the City of Atlanta

By: _____

Name: _____

Name: Harry D. Walker

Date: _____

Title: Secretary/Vice President

Date: _____

LANDLORD'S AGENT:
Meridian Property Group, Ltd.

RECOMMENDED:
Commission Administration Services

By: _____

Name: _____

Name: Kenneth A. Griffiths

Date: _____

Title: Executive Vice President

Date: _____

APPROVED:
Senior Assistant City Attorney

APPROVED:
Chief of Staff

By: _____

Name: _____

Name: _____

Date: _____

APPROVED:
Director, Bureau of Purchasing and Real Estate

By: _____

Date: _____

APPROVED:
Chief Financial Officer

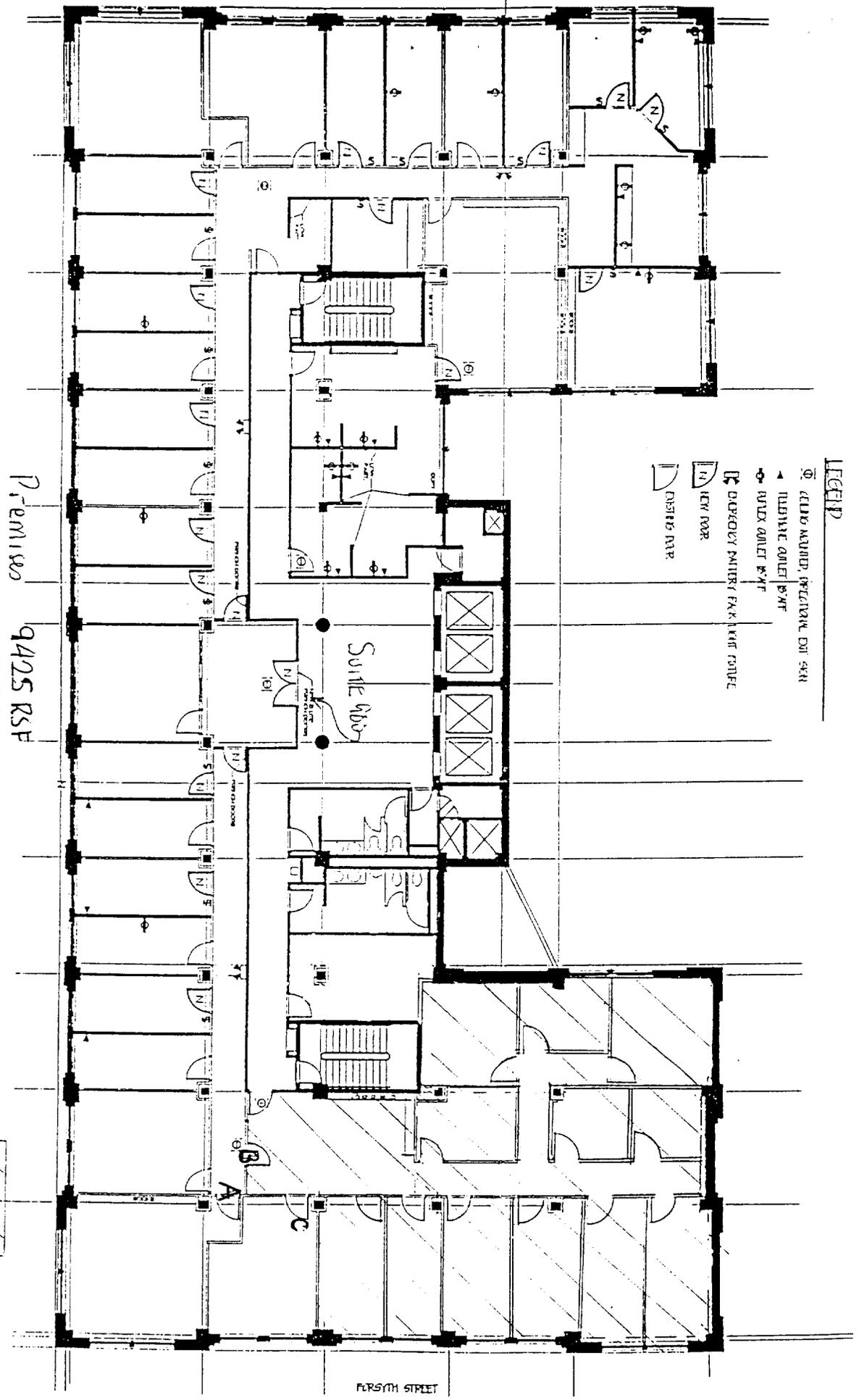
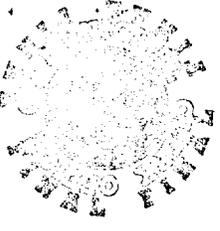
APPROVED:
Clerk of Council

By: _____

Name: _____

Name: _____

Date: _____



LEGEND

- CUBED ASSEMBLY, OPERATIONAL DOOR 5/8"
- ▲ PUBLIC GATE 5/8"
- ◊ GATE GATE 5/8"
- ⊞ GATEWAY ENTRY FURNITURE GATE
- ⊞ HIGH WALL
- ⊞ OFFICE WALL

1 NINTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

CITY OF ATLANTA
BUREAU OF PERMITS OFFICE
14 BROAD ST.
ATLANTA, GEORGIA

Returned Space



Landlord retains the right, should it be convenient or necessary, in the sole determination of Landlord to close, relocate, remove or re-configure Doors marked A, B & C.

FORSYTH STREET

RCS# 4404
1/21/03
3:19 PM

Atlanta City Council

Regular Session

CONSENT 1 Pgs. 1-8; Except 03-R-0035; 03-R-0050

ADOPT

YEAS: 11
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 5
EXCUSED: 0
ABSENT 0

Y Smith	NV Archibong	Y Moore	NV Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	NV Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

1/21/03 FULL COUNCIL MEETING

**Items Adopted on the
Consent Agenda**

1. 02-O-2129
2. 03-O-0040
3. 02-O-2132
4. 02-O-2133
5. 02-O-2128
6. 03-O-0047
7. 03-R-0029
8. 03-R-0030
9. 03-R-0025
10. 03-R-0032
11. 03-R-0036
12. 03-R-0058
13. 03-R-0059
14. 02-R-1137
15. 02-R-1628
16. 02-R-1874
17. 03-R-0031
18. 03-R-0046
19. 02-R-2056
20. 03-R-0001
21. 03-R-0002
22. 03-R-0013
23. 03-R-0014

**Items Adversed on the Consent
Agenda**

24. 03-R-0003
25. 03-R-0004
26. 03-R-0005
27. 03-R-0006
28. 03-R-0007
29. 03-R-0008
30. 03-R-0009
31. 03-R-0010
32. 03-R-0011
33. 03-R-0012
34. 03-R-0015
35. 03-R-0016
36. 03-R-0017
37. 03-R-0018
38. 03-R-0019
39. 03-R-0021
40. 03-R-0022
41. 03-R-0023
42. 03-R-0024

Consent I Vote: 11 Yeas; 0 Nays: (See RCS #4404/Reconsidered; See RCS # 4376
for Initial Vote & RCS #4403 for vote to Reconsider)
Items Removed from the Consent Agenda: 03-R-0035 & 03-R-0050

03-R-0059

(Do Not Write Above This Line)

A RESOLUTION

BY

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FIFTH RENEWAL AND AMENDMENT TO THE LEASE AGREEMENT WITH TRINITY PROPERTIES? GRANT LTD., L.P. LANDLORD FOR THE LEASE OF OFFICE SPACE IN THE GRANT BUILDING AT 44 BROAD STREET FOR THE OFFICE OF THE MUNICIPAL COURT PUBLIC DEFENDER AND FOR ALL OTHER PURPOSES.

ADOPTED BY

JAN 2 1 2003

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

Committee

Date

Chair

Action:

Fav, Adv, Hold (see rev. side)

Other:

Members

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED

JAN 2 1 2003

ATLANTA CITY COUNCIL PRESIDENT

Catherine M. Woodard

CERTIFIED

JAN 2 1 2003

Spuller
DEPUTY MUNICIPAL CLERK

MAYOR'S ACTION

Andy Frank
JAN 2 1 2003